

SO ORDERED.



1 **TIFFANY & BOSCO**  
2 P.A.  
3 **2525 EAST CAMELBACK ROAD**  
4 **SUITE 300**  
5 **PHOENIX, ARIZONA 85016**  
6 **TELEPHONE: (602) 255-6000**  
7 **FACSIMILE: (602) 255-0192**

Dated: November 04, 2010



REDFIELD T. BAUM, SR  
U.S. Bankruptcy Judge

6 Mark S. Bosco  
7 State Bar No. 010167  
Leonard J. McDonald  
8 State Bar No. 014228  
Attorneys for Movant

9 10-28459

10 **IN THE UNITED STATES BANKRUPTCY COURT**  
11 **FOR THE DISTRICT OF ARIZONA**

12 IN RE:

13 No. 2:10-BK-31602-RTB

14 Steve Dean Stradling and Lori Christine Stradling  
15 Debtors.

Chapter 7

16 Wells Fargo Bank, N.A.  
17 Movant,

ORDER

vs.

18 Steve Dean Stradling and Lori Christine Stradling,  
19 Debtors, Brian J. Mullen, Trustee.

(Related to Docket #8)

20 Respondents.

21  
22 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed  
23 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,  
24 and no objection having been received, and good cause appearing therefor,

25 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

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1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated November 9, 2005 and recorded in the office of the  
3 Maricopa County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Steve Dean  
4 Stradling and Lori Christine Stradling have an interest in, further described as:

5 **LEGAL DESCRIPTION**

6 TI-IE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF Arizona,  
7 COUNTY OF MARICOPA CITY OF APACHE JUNCTION, AND DESCRIBED AS  
8 FOLLOWS:

9 LOT 437, OF SIGNAL BUITE RANCH UNIT III, ACCORDING TO THE PLAT OF RECORD  
10 IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA,  
11 RECORDED IN BOOK 432 OF MAPS, PAGE 50.

12 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written  
13 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
14 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
15 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
16 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

17 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
18 to which the Debtor may convert.

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